

U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION

In Re:)	
LARRY NORBERT LUEBCKE,)	Chapter 7 Proceedings
Debtor)	Case No: 14-20332-jpk
*****)	
)	
THE NOVOGRODER COMPANIES, INC.,)	
Plaintiff,)	
)	
v.)	Adversary Proceeding No.
)	
LARRY NORBERT LUEBCKE,)	
Defendant.)	

COMPLAINT/OBJECTION TO DISCHARGE

Comes now, Plaintiff, The Novogroder Companies, Inc., by counsel, and in support of its Complaint for Objection to Discharge, states as follows:

PARTIES/JURISDICTION

1. Defendant, Larry Norbert Luebcke ("Luebcke") is the Debtor in the above referenced Chapter 7 case filed on February 18, 2014.
2. The Novogroder Companies, Inc. ("Novogroder") is a Creditor of the Defendant.
3. The Court has jurisdiction over this case pursuant to 28 U.S.C. § 1334.
4. This Complaint is a core proceeding pursuant to 11 U.S.C. § 157.
5. Novogroder's Complaint is based on 11 U.S.C. § 523(a)(6), 11 U.S.C. § 523(c)(1), 11 U.S.C. § 727(b) and Bankruptcy Rules 4004, 4007, and 7001.

COUNT I

INTENTIONAL DAMAGE

1. Luebcke was a tenant on a Lease executed with Novogroder for a Mexican restaurant located in a shopping center known as the "Lowell Commons" (hereinafter "Leased Premises"). The Lease is attached hereto as Exhibit A and incorporated herein as if fully set forth.

2. The Bankruptcy Code does not discharge any debt arising from "willful and malicious injury by the Debtor to another entity or to the property of another entity." 11 U.S.C. § 523(a)(6). "'Willful and malicious'" means a deliberate or intentional wrongful act, done without excuse or just cause, which produces or results in harm or injury, and that the wrongdoer need not have a specific intent to cause the resulting harm or injury to the person and property of the plaintiff." *In re Mills*, 111 B.R. 186, 194 (N.D. Ind. Bankr. 1988). "It is the intent to do the act, which is the legal event, and not the intent to do harm." *Id.*

3. Luebcke removed personal property that Novogroder had an interest in and damaged the Leased Premises.

4. Luebcke's actions with respect to the Leased Premises were willful and malicious because he intentionally damaged the Leased Premises.

5. Luebcke's actions were without excuse or just cause.

6. Luebcke's actions resulted in pecuniary loss to Plaintiff.

7. Novogroder's claim against Defendant is not subject to discharge, pursuant to 11 U.S.C. § 523(a)(6).

WHEREFORE, pursuant to 11 U.S.C. § 523(a)(6), the Novogroder Companies, Inc., by counsel, respectfully requests that this Court deny a discharge with respect to Novogroder so

Novogroder may recover damages, prejudgment and postjudgment interest, and all other just and appropriate relief.

Respectfully submitted,

KORANSKY, BOUWER & PORACKY, P.C.

By: /s/ Greg A. Bouwer
Greg A. Bouwer (#16368-53)
425 Joliet Street, Suite 425
Dyer, IN 46311
Telephone: 219/865-6700
Facsimile: 219/865-5840

COUNT II

UNAUTHORIZED CONTROL

8. For paragraphs 1-7 of this Count II, Plaintiff, The Novogroder Companies, Inc., incorporates paragraphs 1-7 of Count I as fully set forth hereinabove.

9. Under the Lease, the tenant granted Novogroder a security interest in all personal property at the Leased Premises. In addition, Luebcke promised Novogroder that he would not remove any personal property from the Leased Premises.

10. Luebcke removed the personal property from the Leased Premises and knowingly and intentionally exerted unauthorized control over such property.

11. Novogroder has sustained loss and damage caused by the intentional and deliberate acts of Luebcke, and Novogroder's claim is not subject to discharge pursuant to 11 USC § 523(a)(6).

WHEREFORE, pursuant to 11 U.S.C. § 523(a)(6), the Novogroder Companies, Inc., by counsel, respectfully requests that this Court deny a discharge with respect to Novogroder so

Novogroder may recover damages, prejudgment and post judgment interest, and all other just and appropriate relief.

Respectfully submitted,

KORANSKY, BOUWER & PORACKY, P.C.

By: /s/ Greg A. Bouwer
Greg A. Bouwer (#16368-53)
425 Joliet Street, Suite 425
Dyer, IN 46311
Telephone: 219/865-6700
Facsimile: 219/865-5840

EXHIBIT A

LEASE

Agreement of LEASE made and entered into as of the 10th day of
February, 2010.

WITNESSETH:

ARTICLE I

CERTAIN DEFINITIONS and BASIC LEASE TERMS

1.01 Certain Definitions. As used herein:

(a) "Landlord" shall mean THE NOVOGRADER CO., INC., as Agent,
875 N. Michigan Avenue, Chicago, Illinois 60611.

(b) "Tenant" shall mean RON BURGET

MICHELLE BURGET

LARRY LUEBCKE

Address of Tenant: 10805 Broadway Avenue

Crown Point, IN 46307

Leased Premises: East Corner Store of Lowell Commons -

I-65 and Route 2

(c) "Leased Premises" shall mean the premises within the Shopping Center
designated as location East Corner Store of Lowell Commons -
I-65 and Route 2
having a Floor Area of approximately 3,600 square feet, ex-
cept the rights and interests reserved and excepted as hereinafter set forth in this
Lease.

(d) "Shopping Center" shall mean the real estate described in Exhibit "A" attached
hereto, including any and all improvements now or at any time located thereon,
excluding any portion that may be taken by eminent domain, or be dedicated for
public use, known as the Lowell Commons

(e) "Lease" shall mean Articles I through XII hereof and the exhibits referred to herein
which, by such references, are hereby adopted and made a part hereof, together
with any amendments, modifications, schedules or plans specifically referred to
herein.

1.02 OTHER DEFINITIONS. For clarity and convenience, other terms defined herein from time
to time, and wherever used in this Lease shall have the defined meaning so given.

1.03 DEMISE. Landlord hereby leases to Tenant, and Tenant accepts and takes from Landlord,
the leased Premises under any subject to the terms, conditions, and covenants contained in
the Lease and any renewals or extensions thereof.

1.04 LEASE TERM. The Lease Term shall be the period commencing on the 1st
day of April, 2010, and continuing thereafter, unless
sooner terminated as in this Lease provided, until and including the 31st day of
May, 2014.

Actual Lease dates will commence the earlier of when the Tenant opens for business or June
1, 2010. The Lease will then continue for 60 months.

2015 4 2010 4 RB MB @

Filed 05/20/14 Page 7 of 11

[illegible]

Q



NOVOGRODER COMPANIES, INC.

RIDER TO LEASE dated February 10, 2010
between **Ron Burget and Michelle Burget and Larry Luebcke, (Tenant)**
and **NOVOGRODER COMPANIES, INC.** As Managing Agent for
LOWELL COMMONS (Landlord)

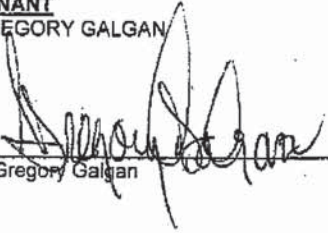
Date of this Rider: **February 1, 2012**

1. Effective February 1, 2012, Gregory Galgan is added as an additional Tenant on the above-referenced Lease.
2. All other terms and conditions of the existing Lease shall remain the same.

LANDLORD
THE NOVOGRODER COMPANIES, INC.
As Managing Agent for LOWELL COMMONS

By 
George Novogroder, President

TENANT
GREGORY GALGAN

By 
Gregory Galgan